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Attorney for Plaintiff
STEVEN C. LOUIE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

STEVEN C. LOUIE, an individual,

Case No.

Plaintiff,

COMPLAINT

v.

DEMAND FOR JURY TRIAL

PORTFOLIO RECOVERY
ASSOCIATES, LLC, a Delaware
Limited Liability Company; HUNT &
HENRIQUES, Attorneys at Law, a
Partnership; MICHAEL S. HUNT,
individually and in his official
capacity; JANALIE HENRIQUES,
individually and in her official
capacity; ANITA HARRIS SINGH,
individually and in her official
capacity; and DOES 1 through 10,
inclusive,

15 United States Code § 1692 *et seq.*
California Civil Code § 1788 *et seq.*

Defendants.

Plaintiff, STEVEN C. LOUIE, based on information and belief and
investigation of counsel, except for those allegations which pertain to the named
plaintiff or his attorney (which are alleged on personal knowledge), hereby makes
the following allegations:

INTRODUCTION

1. This is an action for actual damages, statutory damages, attorney fees and
costs brought by an individual consumer for Defendants' violations of the Fair

1 Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (FDCPA) and the Rosenthal
2 FDCPA, California Civil Code § 1788 *et seq.* (RFDCPA), which prohibit debt
3 collectors from engaging in abusive, deceptive and unfair practices.

4 2. The United States Congress has found abundant evidence of the use of
5 abusive, deceptive, and unfair debt collection practices by many debt
6 collectors, and has determined that abusive debt collection practices
7 contribute to the number of personal bankruptcies, to marital instability, to the
8 loss of jobs, and to invasions of individual privacy. Congress wrote the Fair Debt
9 Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (hereinafter “FDCPA”), to
10 eliminate abusive debt collection practices by debt collectors, to insure that those
11 debt collectors who refrain from using abusive debt collection practices are not
12 competitively disadvantaged, and to promote consistent State action to protect
13 consumers against debt collection abuses.

14 3. The California Legislature has determined that the banking and credit
15 system and grantors of credit to consumers are dependent upon the collection of
16 just and owing debts and that unfair or deceptive collection practices undermine
17 the public confidence that is essential to the continued functioning of the banking
18 and credit system and sound extensions of credit to consumers. The Legislature
19 has further determined that there is a need to ensure that debt collectors exercise
20 this responsibility with fairness, honesty and due regard for the debtor’s rights and
21 that debt collectors must be prohibited from engaging in unfair or deceptive acts or
22 practices.

23 JURISDICTION

24 4. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), 28 U.S.C. §
25 1337, and supplemental jurisdiction exists for the state law claims pursuant to 28
26 U.S.C. § 1367. Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and
27 2202.
28

1 civil debt collection lawsuits. PORTFOLIO is a “debt collector” within the meaning
2 of 15 U.S.C. § 1692a(6) and Cal. Civil Code § 1788.2(c).

3 10. Defendant HUNT & HENRIQUES, Attorneys at Law (H&H) is a
4 Partnership or California Unincorporated Association engaged in the business of
5 collecting debts in this State with its principal place of business located at: 151
6 Bernal Road, Suite 8, San Jose, California 95119-1306. H&H may be served at its
7 business address. The principal business of H&H is collection of consumer debts
8 and filing and maintaining civil debt collection lawsuits and obtaining judgments
9 in those cases by utilizing the U.S. Mail, telephone and internet. H&H regularly
10 collects, directly or indirectly, consumer debts alleged to be due to another via U.S.
11 Mail, telephone, internet, and civil debt collection lawsuits. The principal purpose
12 of H&H’s business is the collection of consumer debts due or alleged to be due to
13 another. H&H is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6) and
14 Cal. Civil Code § 1788.2(c).

15 11. Defendant MICHAEL S. HUNT (“HUNT”) is a natural person and
16 licensed attorney in the State of California and is or was a partner, employee
17 and/or agent of H&H at all relevant times. The principal purpose of HUNT’s
18 business is the collection of consumer debts due or alleged to be due to another.
19 HUNT may be served at his current business address which is 151 Bernal Road,
20 Suite 8, San Jose, California 95119-1306. HUNT is engaged in the business of
21 collection of consumer debts and filing and maintaining civil debt collection
22 lawsuits and obtaining judgments in those cases by utilizing the U.S. Mail,
23 telephone and internet. HUNT regularly collects, directly or indirectly, consumer
24 debts alleged to be due to another via U.S. Mail, telephone, internet, and civil debt
25 collection lawsuits. HUNT is a “debt collector” within the meaning of 15 U.S.C. §
26 1692a(6) and Cal. Civil Code § 1788.2(c).

27 12. Defendant JANALIE HENRIQUES (“HENRIQUES”) is a natural person
28 and licensed attorney in the State of California and is or was a partner, employee

1 and/or agent of H&H at all relevant times. The principal purpose of HENRIQUES'
2 business is the collection of consumer debts due or alleged to be due to another.
3 HENRIQUES may be served at her current business address which is 151 Bernal
4 Road, Suite 8, San Jose, California 95119-1306. HENRIQUES is engaged in the
5 business of collection of consumer debts and filing and maintaining civil debt
6 collection lawsuits and obtaining judgments in those cases by utilizing the U.S.
7 Mail, telephone and internet. HENRIQUES regularly collects, directly or indirectly,
8 consumer debts alleged to be due to another via U.S. Mail, telephone, internet, and
9 civil debt collection lawsuits. HENRIQUES is a "debt collector" within the meaning
10 of 15 U.S.C. § 1692a(6) and Cal. Civil Code § 1788.2(c).

11 13. Defendant ANITA HARRIS SINGH ("SINGH") is a natural person and
12 licensed attorney in the State of California and is or was a partner, employee
13 and/or agent of H&H at all relevant times. At all relevant times hereto, the
14 principal purpose of SINGH's business was the collection of consumer debts due or
15 alleged to be due to another. SINGH may be served at her current business
16 address which is SK hynix memory solutions, 3103 N. First Street, San Jose,
17 California 95134. At all times relevant hereto, SINGH was engaged in the business
18 of collection of consumer debts and filing and maintaining civil debt collection
19 lawsuits and obtaining judgments in those cases by utilizing the U.S. Mail,
20 telephone and internet. At all times relevant hereto, SINGH regularly collected,
21 directly or indirectly, consumer debts alleged to be due to another via U.S. Mail,
22 telephone, internet, and civil debt collection lawsuits. At all times relevant hereto,
23 SINGH was a "debt collector" within the meaning of 15 U.S.C. § 1692a(6) and Cal.
24 Civil Code § 1788.2(c).

25 14. The true names and capacities, whether individual, corporate, associate
26 or otherwise, of Defendants DOES 1 through 10, inclusive, and each of them, are
27 unknown to Plaintiff at this time, and Plaintiff therefore sues said Defendants by
28 such fictitious names. Plaintiff is informed, believes and thereon alleges, that at all

1 relevant times alleged in this Complaint, Defendants DOES 1 through 10, inclusive,
2 are natural persons, limited liability companies, corporations or business entities
3 of unknown form that have or are doing business in the state of California. Plaintiff
4 will seek leave of the Court to replace the fictitious names of these DOE Defendants
5 with their true names when they are discovered by Plaintiff.

6 15. At all relevant times alleged in this Complaint, Defendants, and each of
7 them, were regularly engaged in the business of collecting consumer debts
8 throughout the state of California, including San Francisco County, by assisting the
9 other debt collectors in filing and maintaining civil debt collection lawsuits and in
10 obtaining default judgments in those cases by utilizing the U.S. Mail, telephone
11 and internet.

12 16. Plaintiff is informed, believes and thereon alleges, that each and all of the
13 aforementioned Defendants are responsible in some manner, either by act or
14 omission, strict liability, fraud, deceit, fraudulent concealment, negligence,
15 *respondeat superior*, breach of contract or otherwise, for the occurrences herein
16 alleged, and that Plaintiff's injuries, as herein alleged, were proximately caused by
17 the conduct of Defendants.

18 17. Plaintiff is informed, believes and thereon alleges, that at all relevant
19 times alleged in this Complaint, each of the Defendants sued herein was the agent,
20 servant, employer, joint venturer, partner, division, owner, subsidiary, alias,
21 assignee and/or alter-ego of each of the remaining Defendants and was at all times
22 acting within the purpose and scope of such agency, servitude, joint venture,
23 division, ownership, subsidiary, alias, alter-ego, partnership or employment and
24 with the authority, consent, approval and ratification of each remaining Defendant.

25 **FACTUAL ALLEGATIONS**

26 18. On a date or dates unknown to Plaintiff, Plaintiff is alleged to have
27 incurred a financial obligation, namely a consumer credit account ("the alleged
28 debt"). The alleged debt was incurred primarily for personal, family or household

1 purposes and is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5)
2 and a “consumer debt” as that term is defined by Cal. Civil Code § 1788.2(f).

3 19. Plaintiff is informed and believes that the original creditor was Sears
4 Solutions Mastercard, issued by HSBC Bank Nevada, N.A.

5 20. Plaintiff is informed and believes, and thereon alleges, that sometime
6 thereafter on a date unknown to Plaintiff, the alleged debt was transferred by the
7 original creditor to Capital One, N.A. and later claimed by Defendant PORTFOLIO.

8 21. Plaintiff is informed and believes, and thereon alleges, that sometime
9 thereafter on a date unknown to Plaintiff, the alleged debt was consigned, placed or
10 otherwise assigned to Defendants H&H, HUNT, and HENRIQUES, for collection
11 from Plaintiff.

12 22. On or about June 24, 2013, Defendants H&H, HUNT, and HENRIQUES,
13 on behalf of Defendant PORTFOLIO, mailed a letter to Plaintiff LOUIE entitled
14 *Notice of Intent to File Suit and Incur Court Costs* (the “6/24/2013 Letter”).

15 23. A true and accurate copy of the *6/24/2013 Letter* is attached hereto,
16 marked Exhibit 1, and by this reference is incorporated herein.

17 24. The *6/24/2013 Letter* (Exhibit 1) appears to bear an imprint of a
18 signature by Defendant HENRIQUES.

19 25. The *6/24/2013 Letter* (Exhibit 1) identifies the creditor as PORTFOLIO
20 RECOVERY ASSOCIATES, LLC and fails to identify the original creditor, Sears
21 Solutions Mastercard or HSBC Bank Nevada, N.A. Instead, the *6/24/2013 Letter*
22 (Exhibit 1) seems to imply that the original creditor was Capital One, N.A.

23 26. Plaintiff is informed and believes, and thereon alleges, that defendant
24 HENRIQUES did not conduct a professional review of Plaintiff’s account before
25 drafting and sending the *6/24/2013 Letter* (Exhibit 1) and sending it to Plaintiff.¹
26

27 ¹ See *Clomon v. Jackson*, 988 F.2d 1314 (2d Cir. 1993) and *Avila v. Rubin*,
28 84 F.3d 222, 228-29 (7th Cir. 1996).

1 27. Plaintiff is informed and believes, and thereon alleges, that by failing to
2 identify the original creditor in the *6/24/2013 Letter* (Exhibit 1), defendants H&H
3 and HENRIQUES made and used false, deceptive, and misleading material
4 representations in an attempt to collect the alleged debt, in violation of 15 U.S.C. §§
5 1692e and 1692e(10).²

6 28. Plaintiff is informed and believes, and thereon alleges, that by failing to
7 identify the original creditor in the *6/24/2013 Letter* (Exhibit 1), defendants H&H
8 and HENRIQUES used an unfair or unconscionable means to collect or attempt to
9 collect a debt, in violation of 15 U.S.C. § 1692f.

10 29. On or about August 23, 2013, Defendants filed a lawsuit in the Superior
11 Court of San Francisco County, captioned *Portfolio Recovery Associates, LLC v.*
12 *Steven C. Louie, et al.*, Case No. CGC-13-533733 (“the *Portfolio v. Louie*
13 *complaint*”), which sought to collect \$1,658.53 in damages.

14 30. A true and accurate copy of the *Portfolio v. Louie* complaint is attached
15 hereto, marked Exhibit 2, and by this reference is incorporated herein.

16 31. The first page of the *Portfolio v. Louie* complaint (Exhibit 2) lists
17 attorneys for Defendant PORTFOLIO as Defendants, H&H, HUNT and
18 HENRIQUES. On the second page, the signature block lists Defendants HUNT,
19 HENRIQUES or SINGH as the attorney who is signing the complaint. Plaintiff is
20 informed and believes and there on alleges that SINGH is the attorney who signed
21 the complaint. However, it is not clear whether it was defendant SINGH or
22 possibly HUNT who signed the complaint, and under the least sophisticated
23 consumer standard, it appears from the complaint that all three attorneys,
24 Defendants HUNT, HENRIQUES and SINGH, all professionally reviewed the
25 complaint.

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27
28 ² See *Heathman v. Portfolio Recovery Associates, LLC* 2013 WL 3746111
(S.D. Cal. 2013)

1 32. The *Portfolio v. Louie* complaint (Exhibit 2) falsely states that Plaintiff
2 became indebted directly to Defendant PORTFOLIO.

3 33. In its First Cause of Action, the *Portfolio v. Louie* complaint (Exhibit 2)
4 falsely states that:

5 CC-1. Plaintiff (*name*): PORTFOLIO RECOVERY ASSOCIATES, LLC
6 alleges that defendant (*name*): STEVEN C LOUIE became indebted to
7 other (*name*): CAPITAL ONE, N.A. OR A PREDECESSOR IN
8 INTEREST

9 a. within the last four years

10 (1) on an open book account for money due;
11 (2) because an account was stated in writing by and between plaintiff
12 and defendant in which it was agreed that defendant was indebted to
13 plaintiff;

14 b. within the last four years

15 (1) for money had and received by defendant for the use and benefit of
16 plaintiff;

17 (3) for goods, wares, and merchandise sold and delivered to defendant
18 and for which defendant promised to pay plaintiff the sum of
19 \$1,658.53

20 (4) for money lent by plaintiff to defendant at defendant's request;
21 (5) for money paid, laid out, and expended to or for defendant at
22 defendant's special instance and request.

23 34. At no time has there been a written agreement between Plaintiff LOUIE
24 and PORTFOLIO nor has Plaintiff breached any written agreement with
25 PORTFOLIO.

26 35. At no time was there an open book account for money due from Plaintiff
27 LOUIE to PORTFOLIO.

28 36. At no time was an account stated in writing between PORTFOLIO and
Plaintiff LOUIE nor has Plaintiff ever agreed that he was indebted to PORTFOLIO.

 37. At no time did Plaintiff LOUIE obtain money for the use and benefit of
PORTFOLIO.

 38. At no time did Plaintiff LOUIE become directly indebted to
PORTFOLIO, as alleged in the *Portfolio v. Louie* complaint (Exhibit 2).

1 39. The *Portfolio v. Louie* complaint (Exhibit 2) fails to identify the original
2 creditor, as it never mentions Sears Solutions Mastercard or HSBC Bank Nevada,
3 N.A.

4 40. Plaintiff is informed and believes, and thereon alleges, that the *Portfolio*
5 *v. Louie* complaint (Exhibit 2) misrepresented the character, amount and legal
6 status of the alleged debt.

7 41. Plaintiff is informed and believes, and thereon alleges, that defendants
8 HUNT, HENRIQUES and SINGH did not conduct a professional review of
9 Plaintiff's account before drafting and filing the *Portfolio v. Louie* complaint
10 (Exhibit 2) and sending it to Plaintiff.

11 42. Plaintiff is informed and believes, and thereon alleges, that the *Portfolio*
12 *v. Louie* complaint (Exhibit 2) misrepresented the role and involvement of legal
13 counsel.

14 43. Plaintiff is informed and believes, and thereon alleges, that the *Portfolio*
15 *v. Louie* complaint (Exhibit 2) misrepresented the true source or nature of the
16 communication thereby making false statements in an attempt to collect a debt.

17 44. By drafting and filing the *Portfolio v. Louie* complaint (Exhibit 2),
18 Defendants attempted to collect a nonexistent debt from Plaintiff, an action that
19 cannot lawfully be taken.

20 45. Plaintiff is informed and believes, and thereon alleges, that by failing to
21 identify the original creditor in the *Portfolio v. Louie* complaint (Exhibit 2),
22 defendants made and used false, deceptive, and misleading material
23 representations in an attempt to collect the alleged debt, in violation of 15 U.S.C. §§
24 1692e and 1692e(10).

25 46. Plaintiff is informed and believes, and thereon alleges, that by failing to
26 identify the original creditor in the *Portfolio v. Louie* complaint (Exhibit 2),
27 defendants used an unfair or unconscionable means to collect or attempt to collect
28 a debt, in violation of 15 U.S.C. § 1692f.

1 in unfair and abusive practices. Defendants' violations include, but are not limited
2 to:

3 a. making and using false, deceptive, and misleading representations in an
4 attempt to collect the alleged debt, in violation of 15 U.S.C. §§ 1692e and
5 1692e(10);

6 b. misrepresenting the character, amount or legal status of the alleged
7 debt, in violation of 15 U.S.C. § 1692e(2)(A);

8 c. falsely representing or implying that attorneys HUNT, HENRIQUES and
9 SINGH had professionally reviewed Plaintiff's account when the attorneys had
10 not done so, in violation of 15 U.S.C. §§ 1692e(3) and 1692e(10);

11 d. falsely representing the role and involvement of legal counsel, in
12 violation of 15 U.S.C. §§ 1692e(3) and 1692e(10);

13 e. misrepresenting the true source or nature of the communication, in
14 violation of 15 U.S.C. §§ 1692e, 1692e(3) and 1692e(10);

15 f. attempting to collect a nonexistent debt from Plaintiff, an action that
16 cannot lawfully be taken, in violation of 15 U.S.C. §§ 1692e, 1692e(5) and
17 1692e(10);

18 g. using an unfair or unconscionable means to collect or attempt to collect
19 a debt by failing to identify the original creditor in the *6/24/2013 Letter* (Exhibit
20 1), in violation of 15 U.S.C. § 1692f;

21 h. using an unfair or unconscionable means to collect or attempt to collect
22 a debt by failing to identify the original creditor in the *Portfolio v. Louie*
23 complaint (Exhibit 2), in violation of 15 U.S.C. § 1692f.

24 58. Defendants' acts as described above were done intentionally with the
25 purpose of coercing Plaintiff to pay the alleged debt.

26 59. As a result of Defendants' violations of the FDCPA, Plaintiff is entitled to
27 an award of actual damages, statutory damages, costs and reasonable attorneys
28 fees, pursuant to 15 U.S.C. § 1692k.

ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

60. Plaintiff brings the second claim for relief against Defendants PORTFOLIO and H&H under the Rosenthal Fair Debt Collection Practices Act (“RFDCPA”), California Civil Code §§ 1788-1788.33.

61. Plaintiff incorporates all paragraphs in this Complaint as though fully set forth herein.

62. Plaintiff is a “debtor” as that term is defined by the RFDCPA, Cal. Civil Code § 1788.2(h).

63. Defendant PORTFOLIO is a “debt collector” as that term is defined by the RFDCPA, Cal. Civil Code § 1788.2(c).

64. Defendant H&H is a “debt collector” as that term is defined by the RFDCPA, Cal. Civil Code § 1788.2(c).

65. The financial obligation sought to be collected from Plaintiff in the state court action is a “consumer debt” as that term is defined by the RFDCPA, Cal. Civil Code § 1788.2(f).

66. Defendants PORTFOLIO and H&H violated the RFDCPA, California Civil Code §§ 1788.13(i), 1788.16 and 1788.17 by making false and misleading representations, and engaging in unfair and abusive practices. Defendant’s violations include, but are not limited to:

a. making and using false, deceptive, and misleading representations in an attempt to collect the alleged debt, in violation of Civil Code § 1788.17;

b. misrepresenting the character, amount or legal status of the alleged debt, in violation of Civil Code § 1788.17;

c. falsely representing or implying that attorneys HUNT, HENRIQUES and SINGH had professionally reviewed Plaintiff’s account when the attorneys had not done so, in violation of Civil Code §§ 1788.13(i), 1788.16 and 1788.17;

d. falsely representing the role and involvement of legal counsel, in violation of Civil Code §§ 1788.13(i), 1788.16 and 1788.17;

e. misrepresenting the true source or nature of the communication, in violation of Civil Code §§ 1788.13(i), 1788.16 and 1788.17;

f. attempting to collect a nonexistent debt from Plaintiff, an action that cannot lawfully be taken, in violation of Civil Code § 1788.17;

g. using an unfair or unconscionable means to collect or attempt to collect a debt by failing to identify the original creditor in the *6/24/2013 Letter* (Exhibit 1), in violation of Civil Code § 1788.17 (15 U.S.C. § 1692f);

h. using an unfair or unconscionable means to collect or attempt to collect a debt by failing to identify the original creditor in the *Portfolio v. Louie* complaint (Exhibit 2), in violation of Civil Code § 1788.17 (15 U.S.C. § 1692f).

67. Defendants' acts as described above were done willfully and knowingly with the purpose of coercing Plaintiff to pay the alleged debt, within the meaning of Cal. Civil Code § 1788.30(b).

68. As a result of Defendants' violations of the RFDCPA, Plaintiff is entitled to an award of actual damages in an amount to be determined at trial, pursuant to Cal. Civil Code § 1788.30(a).

69. As a result of Defendants' willful and knowing violations of the RFDCPA, Plaintiff is entitled to an award of a statutory penalty in an amount not less than one hundred dollars (\$100) nor greater than one thousand dollars (\$1,000) against each Defendant, pursuant to Cal. Civil Code § 1788.30(b).

70. As a result of Defendants' violations of the RFDCPA, Plaintiff is entitled to an award of statutory damages in an amount not exceeding \$1,000 against each Defendant named in this cause of action, pursuant to Cal. Civil Code § 1788.17 (*see* 15 U.S.C. § 1692k(a) (2)(A)).

71. As a result of Defendants' violations of the RFDCPA, Plaintiff is entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Civil Code §§ 1788.30(c) and 1788.17 (*see* 15 U.S.C. § 1692k(a)(3)).

REQUEST FOR RELIEF

i) Award Plaintiff such other and further relief as may be just and proper.

1
2 DATED: June 23, 2014

/s/ James A. Michel
JAMES A. MICHEL
State Bar No. 184730
2912 Diamond St #373
San Francisco CA 94131
Tel. # 415/ 239-4949
Email: attyjmichel@gmail.com

Attorney for Plaintiff
STEVEN C. LOUIE

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9 DEMAND FOR JURY TRIAL

10 PLEASE TAKE NOTICE that Plaintiff STEVEN C. LOUIE hereby demands a
11 trial by jury of all triable issues of fact in the above-captioned case.
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13 DATED: June 23, 2014

/s/ James A. Michel
JAMES A. MICHEL

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Exhibit 1

HUNT & HENRIQUE

MICHAEL S. HUNT
JANALIE HENRIQUES

ATTORNEYS AT LAW
151 BERNAL ROAD, SUITE 8
SAN JOSE, CA 95119-1306

TELEPHONE (800)496-5048
FACSIMILE (408)362-2299

June 24, 2013

Re: **NOTICE OF INTENT TO FILE SUIT AND INCUR COURT COSTS**
PORTFOLIO RECOVERY ASSOCIATES, LLC / CAPITAL ONE, N.A.
Account number ending in: 8968
Balance due as of June 24, 2013: \$1,658.53

Dear STEVEN C LOUIE:

The purpose of this letter is to advise you that our firm intends to file suit against you on behalf of our client PORTFOLIO RECOVERY ASSOCIATES, LLC in an attempt to collect the above identified debt. If a lawsuit is filed and our client prevails, the local court could enter judgment against you for the entire balance of your account. We also intend to seek to recover court costs on behalf of our client.

This communication is from a debt collector.

Very truly yours,



Michael S. Hunt
Janalie Henriques
HUNT & HENRIQUES

The attorney whose signature appears above personally requested this letter be sent after he/she reviewed relevant portions of our file for the limited purpose of sending this letter.



HUNT & HENRIQUES
ATTORNEYS AT LAW
151 BERNAL ROAD, SUITE 8
SAN JOSE, CA 95119-1306
RETURN SERVICE REQUESTED



P2SCOO00204095 I04097
S-SFHUHE10 L-DD00027D A-955546.001
STEVEN C LOUIE
2238 43RD AVE
SAN FRANCISCO CA 94116-1529

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Exhibit 2

Code of Civ. Proc., § 425.12

SHORT TITLE:
PORTFOLIO RECOVERY ASSOCIATES, LLC V.
STEVEN C LOUIE

CASE NUMBER:

4. (Continued)

b. The true names and capacities of defendants sued as Does are unknown to plaintiff.

(1) ☐ Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☐ Doe defendants (specify Doe numbers): _____ are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Complaint - Attachment 4c.d. ☐ Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, anda. ☐ plaintiff has complied with applicable claims statutes, orb. ☐ plaintiff is excused from complying because (specify):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

a. ☐ a defendant entered into the contract here.b. ☐ a defendant lived here when the contract was entered into.c. ☒ a defendant lives here now.d. ☐ the contract was to be performed here.e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☐ real property that is the subject of this action is located here.g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☐ Breach of Contract☒ Common Counts☐ Other (specify):9. ☐ Other:

10. PLAINTIFF PRAYS for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

a. ☒ damages of \$ \$1,658.53b. ☒ interest on the damages(1) ☐ according to proof(2) ☒ at the rate of 0.0000 percent per year from (date): April 30, 2012c. ☐ attorney fees(1) ☐ of \$ _____(2) ☐ according to proof.d. ☐ other (specify):11. ☒ The following paragraphs of this pleading are alleged on information and belief (specify paragraph numbers):

CC-1a(1), CC-1a(2), CC-1b(1), CC-1b(3), CC-1b(4), CC-1b(5)

Date: July 24, 2013

MICHAEL S. HUNT #99804 OR

JANALIE HENRIQUES #111589

Anita H. Singh #270985

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:
 PORTFOLIO RECOVERY ASSOCIATES, LLC v.
 STEVEN C LOUIE

CASE NUMBER:

FIRST

(number)

CAUSE OF ACTION - Common CountsATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name):

PORTFOLIO RECOVERY ASSOCIATES, LLC

alleges that defendant (name):

STEVEN C LOUIE

became indebted to ☐ plaintiff ☒ other (name): CAPITAL ONE, N.A. OR A PREDECESSOR IN INTERESTa. ☒ within the last four years(1) ☒ on an open book account for money due.(2) ☒ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. ☒ within the last ☐ two years ☒ four years(1) ☒ for money had and received by defendant for the use and benefit of plaintiff. for work, labor,(2) ☐ services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff☐ the sum of \$☐ the reasonable value.(3) ☒ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff☒ the sum of \$ \$1,658.53☐ the reasonable value.(4) ☒ for money lent by plaintiff to defendant at defendant's request.(5) ☒ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) ☐ other (specify):

CC-2. \$ \$1,658.53, which is the reasonable value, is due and unpaid despite plaintiff's demand,
 plus prejudgment interest ☐ according to proof ☒ at the rate of 0.0000 percent per year
 from (date): April 30, 2012

CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☐ according to proof.**CC-4. ☒ Other:**

PLAINTIFF PURCHASED THE ACCOUNT FROM THE ORIGINAL CREDITOR OR ITS SUCCESSOR(S) IN INTEREST. PLAINTIFF IS THE CURRENT OWNER OF THE ACCOUNT.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
San Francisco JUDICIAL DISTRICT

STATEMENT OF LOCATION/VENUE

**CASE NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC
V. STEVEN C LOUIE**

CASE NUMBER:

Please check ONE of the following statements to indicate the basis for your filing of the complaint in this Judicial District and fill in the address.

1. Cause of Action arose in this Judicial District.
Address of the cause of action is:

Street City Zip Code

2. Property located in this judicial district. The address of this property is:

Street City Zip Code

3. Tort occurred in this judicial district. The address of the tort is:

Street (if known) City Zip Code
(or nearest major intersection)

4. Contract entered into or to be performed in this judicial district. The address where contract entered into or to be performed is:

Street (if known) City Zip Code

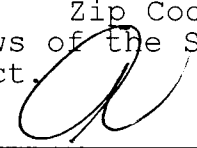
- XXX 5. Defendant resides in this judicial district. The address of the defendant is:

2238 43RD AVE SAN FRANCISCO CA 94116

Street City Zip Code

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: July 24, 2013



Signature of Plaintiff's Attorney
HUNT & HENRIQUES

Hunt & Henriques, Attorneys at Law
 Michael S. Hunt, Esq. #99804
 Janalie Henriques, Esq. #111589
 151 Bernal Road Suite 8
 San José CA 95119-1306
 Telephone: (408) 362-2270
 Facsimile: (408) 362-2299
 Attorneys for Plaintiff

FILED
 San Francisco County Superior Court

AUG 23 2013

CLERK OF THE COURT
 BY: DENNIS TOYAMA
 Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

PORTFOLIO RECOVERY ASSOCIATES, LLC,

Case No. **C G C - 13 - 533733**

Plaintiff,

**DECLARATION PURSUANT TO CCP 395 (b):
 VENUE FOR PERSONAL, FAMILY OR
 HOUSEHOLD OBLIGATIONS.**

vs.

STEVEN C LOUIE, et al.,

Defendant(s).

HUNT & HENRIQUES
 151 BERNAL ROAD SUITE 8
 SAN JOSE CALIFORNIA 95119
 TELEPHONE: (408) 362-2270
 FACSIMILE: (408) 362-2299

I, Michael S. Hunt / Janalie Henriques / Anita Singh ,
 (Name of declarant with authority to make declaration)

Declare as follows:

Yes

No

1. This is an obligation of the defendant for goods, services, loan
 or extension of credit primarily for personal, family or
 household use.

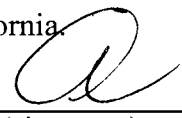
☒☐

2. San Francisco is the County:

a. In which the defendant in fact signed the contract.

☒☐b. In which the defendant resided at the time the
 Contract was entered into.☒☐c. In which the defendant resided at the commencement
 of the action.☒☐

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on July 24, 2013 in San José California.

 (signature)